

*United States Court of Appeals
for the Second Circuit*



**SUPPLEMENTAL
APPENDIX**

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74-2614
74-2657
75-7010

UNITED STATES COURT OF APPEALS
FOR THE SECOND CIRCUIT

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff-Appellant,

v.

GEON INDUSTRIES, INC., et al.,

GEON INDUSTRIES, INC., and
GEORGE O. NEUWIRTH,

Defendants-Appellants,

FRANK BLOOM and EDWARDS & HANLY,

Defendants-Appellees.

On Appeal from the United States District
Court for the Southern District of New York

SECOND SUPPLEMENTAL APPENDIX

LAWRENCE E. NERHEIM
General Counsel

DAVID FERBER
Solicitor

VAN P. CARTER
Attorney

Securities and Exchange Commission
Washington, D.C. 20549

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PAGINATION AS IN ORIGINAL COPY

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Securities and Exchange Commission

Exhibit 11, admitted

into evidence at

page 170 of Volume

II of the Appendix

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Drexel Burnham & Co.
Incorporated

Main Office
60 Broad Street
New York, N.Y. 10004

1901 Avenue of the Stars
Los Angeles, California 90067

Member
New York Stock Exchange, Inc.
American Stock Exchange, Inc.
and other principal
Stock Exchanges

(213) 277-1211, 879-1711
Cable Address
Coburnham

July 2, 1973

Mr. Peter Neuwirth, President
Geon Industries, Inc.
3025 East Victoria Street
Compton, California 90221

Dear Peter:

This letter is to confirm our understanding with respect to our services rendered and to be rendered to Geon Industries, Inc. (the "Company") and its stockholders (the "Stockholders"). Drexel Burnham & Co. Incorporated and persons employed by or associated with it have provided and will continue to provide services in connection with Castrol Oils Inc. or any company or entity affiliated with it or its parent Burmah Oil Company Limited.

In consideration for Drexel's services to date and Drexel's agreement to continue to render services, Drexel will receive as compensation upon the closing of any such transaction, a fee of one and one quarter per cent (1.25%) of the aggregate price.

It is understood and agreed that the fee as set forth above shall be payable to Drexel in the event that the transaction covered by this agreement shall be consummated with the proposed purchaser at any time through two years from the date hereof and if such transaction is not consummated within two years from the date hereof, no compensation whatsoever will be due and payable to Drexel. It is further understood that any representations or warranties concerning the Company and/or any matters relating to the Company and/or its Stockholders shall be made by the Company and/or its Stockholders and not by Drexel, and the sole responsibility with respect thereto shall remain with the Company and its Stockholders. Drexel agrees to hold the Company harmless

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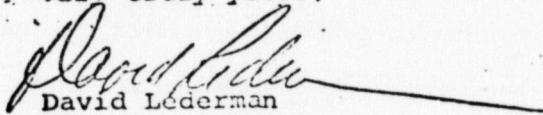
Drexel Burnham & Co.
Incorporated

Mr. Peter Neuwirth
Page Two

against claims from any third party intermediaries arising
out of Drexel's involvement in the transaction referred
to above.

Please execute two attached copies of this letter and
return them to me so as to indicate your agreement and
acceptance of the foregoing.

Very truly yours,


David Lederman
Vice President
Corporate Finance

Geon Industries, Inc.

By _____
President

DL:tw



OFFICE OF THE
GENERAL COUNSEL

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

June 27, 1975

74-2614
A. Daniel Fusaro, Esquire
Clerk, United States Court of Appeals
For the Second Circuit
United States Courthouse, Foley Square
New York, New York 10007

Re: Securities and Exchange Commission v. Geon Industries, Inc.,
et al., Civil Appeal Nos. 75-7010, 74-2657, 74-2614.

Dear Mr. Fusaro:

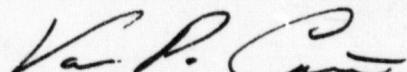
Enclosed are an original and 3 copies of the Commission's motion for leave to file a Second Supplemental Appendix in the above appeals, together with 25 copies of that supplemental appendix.

I hereby certify that I have served by mail on the following opposing counsel in these appeals a copy of the enclosed motion and a copy of the Second Supplemental Appendix:

Jay G. Strum, Esquire
Kay, Scholer, Fierman,
Hays & Handler
425 Park Avenue
New York, New York 10022
Counsel for Appellants
George O. Neuwirth and
Geon Industries, Inc. and
Appellee Frank Bloom

Evan L. Gordon, Esquire
Delson and Gordon
230 Park Avenue
New York, New York 10017
Counsel for Appellee
Edwards & Hanly

Sincerely,


Van P. Carter
Attorney

Enclosure

cc: Jay G. Strum, Esq.
Evan L. Gordon, Esq.

